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#### Contract Database Metadata Elements

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La Fayette Central School District  
And La Fayette Teachers Assn

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9930  
(dup)

SD  
TA

**PROFESSIONAL AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION**

**OF**

**LA FAYETTE CENTRAL SCHOOL**

**AND**

**MYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED**

**DEC 03 2001**

**CONCILIATION**

**THE LA FAYETTE TEACHERS ASSOCIATION**

**The contract will be**

**In effect from July 1, 2000 to June 30, 2003**

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## **PREAMBLE**

### **SECTION A**

The LaFayette Teachers Association and the Board of Education of this District affirm their commitment to quality education and equal educational opportunity for every child. It is essential that together we provide the necessary educational experience that will enable each child to understand the world in which he or she lives. To the pursuit of this end, it is the purpose of this contract to promote a harmonious and cooperative relationship between the school board and the professional staff and to protect the public by assuring the orderly and uninterrupted operations and functions of the School District.

### **SECTION B**

The Board, the Association and the Administration jointly endorse the following Code of Ethics as issued by the New York State School Boards Association and the New York State Teachers Association.

### **JOINT CODE OF ETHICS**

The New York State School Boards Association and the New York State Teachers Association have jointly issued the following statements as common beliefs:

1. The teacher and the School Board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator it is the duty of the administrator to recommend and the prerogative of the Board to determine final policy.
2. The teacher is obligated to adhere to the School Board policy, the School Board is obligated to establish policy that is consistent with Federal and State laws and regulations and to adhere to such policy.
3. The teacher and the School Board transact all official business through proper channels and hold inviolate all confidential information.
4. The teacher and the School Board recognize their obligations to develop growing appreciation and understanding for the principles of democracy; they refrain from using the school to promote personal views on religion, race or partisan politics.
5. The teacher and the School Board agree that due notice in fair time be given in all cases of appointment, resignation or termination of service.
6. The teacher and the School Board avoid disparagement of fellow workers and predecessors.
7. The teacher and the School Board are impartial in all relationships with the pupil.
8. The teacher and the School Board encourage able and promising students to enter the teaching profession.
9. The teacher receives from the Administrator candid appraisal of his or her work, and help with his or her problems; the School Board requires such supervisory assistance.

10. The teacher actively participates in the work of local, state and national professional educational associations; the School Board actively participates in the work of township, county, district, state and national School Boards associations.
11. The teacher uses ethical procedures in securing positions and in maintaining salary schedules; the School Board uses ethical procedures in filling positions and in maintaining salary schedules.
12. The teacher accepts no compensation from firms commercially interested in the school; no member of the School Board accepts such compensation.
13. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the School Board provides conditions under which this can be accomplished.
14. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the School Board provides a healthful teaching environment.
15. The teacher develops through continued study, travel, participation in professional and community life and through wholesome human relationships; the School Board stimulates and encourages professional growth of the teacher.
16. Each teacher is charged with the major responsibility for his or her professional growth and is expected to keep up to date in the professional assignment for which he or she is employed. The Board will attempt to supplement the teacher's professional growth by offering appropriate in-service projects.
17. The teacher is proud of his or her profession; the School Board is proud of District teachers.

#### **ARTICLE I DEFINITION OF TERMS**

- a) Administration is defined as the Superintendent, Building Principals, Administrative Intern or employee holding any position for which an administrative or supervisory certification is required by the New York State Education Department.
- b) Board shall mean the Board of Education of the LaFayette Central School District.
- c) Full-Time Employees shall include any teachers who have signed a salary agreement with the LaFayette Central School District and who work at least seven and one half (7 1/2) hours per day, five (5) days per week.
- d) Fiscal Year shall be the period July 1 through June 30.
- e) Academic Year shall be the period September 1 through June 30.
- f) The Association shall mean the LaFayette Teachers Association.
- g) The District shall mean the LaFayette Central School District.

## **ARTICLE II RECOGNITION PROVISION**

- A) The LaFayette Board of Education having determined that the LaFayette Teachers Association is supported by a majority of the teachers in a unit composed of all professional certificated personnel, registered nurses and licensed teaching assistants, except all such persons holding positions defined as Administration hereby recognizes the LaFayette Teachers Association as the exclusive negotiation agent for the personnel in such unit. Such recognition shall be for the maximum period allowable under Section 208c of the Public Employees Fair Employment Act. Furthermore, such recognition shall be continuous unless challenged by a bona fide employee organization showing membership and support of at least thirty (30%) percent of the employees in such negotiating unit within the thirty (30) days before expiration of the period of unchallenged representation status accorded pursuant to Section 208c of the Public Employees Fair Employment Act.
- B) The Association agrees that the Board of Education is the policy-making body of the District with powers and duties as imposed by Section 1709 of the Education Law and the Rules and Regulations of the Commissioner. The Board has all the rights and responsibilities afforded by the Taylor Law and other appropriate laws.

In effect, the Association recognizes that the Board is a state agency with jurisdiction over the operation of the school and the management of the building and school program, including, but not limited to, number of employees, length of students' day and year, assignment and distribution of supplies, materials and equipment to be used in the schools, and training and supervision of the teachers.

The Board through the Superintendent has the right to direct the teachers, to hire, promote, demote, transfer, discipline, discharge, and in the exercise of reasonable judgment, determine the qualification of a teacher, provided none of these functions shall be exercised so as to abrogate or nullify any specific provision of this agreement.

## **ARTICLE III NEGOTIATION PROCEDURE**

- A) The first (1st) meeting shall take place by January 15 of the year in which the contract is to expire.
- B) There shall be no limitation on the number of members of the respective bargaining teams.
- C) The parties will mutually agree upon meeting times.
- D) All agreements reached by the parties are contingent upon final approval of their respective constituencies.

## **ARTICLE IV DUES DEDUCTION**

The Board of Education of the LaFayette Central School District agrees to deduct from the salaries of its employee's dues for the LaFayette Teachers Association, and its state and national affiliates, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the LaFayette Teachers Association. Effective September 1, 1992, the District will provide for an agency fee deduction and the Association agrees to abide by all statutory requirements

regarding disclosures and rebates for agency fee payers and holds the District harmless from any suit arising from the District's transmittal of agency fees to the Association. The deductions shall be spread evenly throughout the academic year. The Payroll Clerk will be informed of the amount of dues to be deducted by the membership chairman of LTA ten (10) days prior to first (1st) pay check if at all possible.

### CREDIT UNION

The LaFayette Board of Education agrees to make deductions from an employee's paycheck for the purpose of deposit in a credit union fund. The amount will be designated by the individual. In the case of repayment for loans changes will be made as needed.

### FLEXIBLE SPENDING ACCOUNT

The District will make available a Flexible Spending Accounts program pursuant to Section 125 of the Internal Revenue Code for the duration of this Agreement.

## **ARTICLE V GRIEVANCE PROCEDURE**

### **1. General Statements**

- A) Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education, the Administration and the teachers is essential to the operation of the school it is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to possible grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal and by which the Board of Education and the teachers are afforded adequate opportunity to dispose of these differences.

### **B) Definitions**

1. A Grievance is a claim by a teacher or group of teachers in the negotiating unit or the Association that there has been a violation, misrepresentation, misinterpretation, or misapplication of the terms of the agreement.
2. Supervisor shall mean any Building Principal or any other administrative officer responsible for the area in which the alleged grievance arises.
3. Association shall mean the LaFayette Teachers Association.
4. Aggrieved party shall mean any person or group of persons in the negotiating unit or the Association filing grievance.
5. Days shall mean school days which are on the official school calendar.
6. A grievant may have a representative of his or her choice at any stage of the grievance procedure.



C) Statute of Limitations

No grievance shall be recognized unless it is presented at the appropriate level within twenty (20) school days after the aggrieved party knew or shall have known of the act or condition on which the grievance is based.

2. The Grievance Procedure

A) First Stage:

The aggrieved party confers orally with his or her immediate supervisor. This supervisor will permit an open discussion of the problem and will make decision only after the aggrieved party has submitted all the necessary evidence.

The aggrieved party may be accompanied by legal counsel or an official of the Association. This stage must be completed within three (3) days of the initiation of the grievance.

The aggrieved party must submit the particulars of his or her grievance to the Executive Council of the Association for the express purpose of considering the merits of this grievance. If the Executive Council of the Association determines that the grievance has merit then the aggrieved party shall be informed that the Association will back him or her in financial matters as he pursues this grievance. This decision will be made prior to Stage IV.

B) Second Stage:

If the grievance is not resolved in the first stage, and the Association wishes to pursue the grievance, then the Association must reduce the grievance to writing and present it to the Building Administrator, stating the particulars of the grievance including the alleged violations. This stage must be completed within five (5) days of its initiation and not more than ten (10) days after the initiation of the first stage. The Building Administrator must make a written answer of his or her determination to the Association (Grievance Chair).

C) Third Stage:

If the grievance is not resolved at the second stage the Association may appeal to the Superintendent. The appeal must include all previous written communications commencing with the initiation of the grievance. This stage must be completed within five (5) days of its initiation and not more than fifteen (15) days after the initiation of the first stage. The Superintendent must make a written answer of his or her determination to the Association.

D) Fourth Stage:

This stage provides for an appeal from the decision of the Superintendent if the Association is not satisfied with the determination made by the Superintendent and wishes to pursue the grievance. The Association may make a choice between the following two (2) methods of appeal:

1. The appeal from the Third Stage decision may be made directly to the Board of Education. Again, all the particulars of the grievance to date must be made available to the herein before mentioned parties in writing.
2. Grievance Board: The appeal from the Third Stage decision maybe made directly to a Grievance Board, which shall be specially constituted to serve for the hearing of one (1) grievance case. The Grievance Board shall be constituted in the following manner: The Board of Education shall appoint two (2) of their members and the Association shall appoint two (2) of their members, each appointing in a manner to be determined by the appointing organization. Once the four (4) members are appointed the Superintendent shall contact each member and establish a meeting date.

These four (4) meeting together at an agreed upon time and place shall choose a fifth (5th) member in a manner to be determined by the four (4) already chosen. Again, all particulars of the grievance to date must be made available to the herein before mentioned parties in writing.

This stage must be completed within fifteen (15) days of its initiation and not more than thirty (30) days after the initiation of the first stage. The Board of Education or the Grievance Board, depending upon which method of appeal the Association has chosen, must make a written answer of its determination to the Association and the Board. If the determination of the Fourth Stage is not agreeable to either party, the Fifth Stage shall be initiated.

**E) Fifth Stage**

If the grievance is not resolved in the Fourth Stage and the Association wishes to pursue the grievance the following procedure will be followed:

1. The appeal from the Fourth Stage decision shall be made to a mutually acceptable arbitrator competent in the area of the grievance. If the parties are unable to agree upon an arbitrator or to obtain such an arbitrator's commitment to serve, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of said arbitrator.
2. The selected arbitrator will hear the matter promptly and will issue his or her decision not more than fourteen (14) calendar days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth his or her findings of fact, reasoning and conclusions on the issues.
3. The arbitrator shall have no power or authority to make any decision which requires commission of an act prohibited by law or which is violative of or beyond the scope of this agreement.
4. The decision of the arbitrator shall be binding on both parties. The cost of the arbitration will be borne equally by the Board of Education and the Association.

F. Special Conditions

1. The time periods specified herein may be extended or shortened, but only by the mutual consent of the parties involved at that particular stage of grievance.
2. Unless such an extension or shortening is agreed upon, failure to pursue the grievance on the part of the Association shall be taken to mean that the Association has accepted the determination of the previous stage and no further grievance of the particular instance will be pursued.

If the party to which the Association is appealing fails to meet the time limits specified the Association shall consider that the request for correction of grievance contained in the written grievance has been approved and that the fulfillment of such written request shall be the disposal of the grievance.

3. Either party to a grievance shall have a right to the presence of necessary witnesses at any stage of the grievance procedure. Arrangements for the presence of such witnesses is the responsibility of the party requesting them. Witnesses who are employees of the District will be given such time off without loss of pay as shall be reasonably necessary for the taking of their evidence relating to grievance.
4. The records of the consideration of any alleged grievance which has gone beyond verbal and informal statements to the immediate supervisor shall be preserved by all who have their final custody until a final decision is made. When a final determination has been made these records shall be filed in the office of the Superintendent in a separate file drawer or cabinet maintained for that purpose, filed under the name of the Association. Duplicate records may be destroyed. The record shall be confidential except to the parties involved; the Executive Committee of the Association, the Superintendent, the Board of Education, the Attorney or representative for the Board of Education and the Clerk of the Board of Education.
5. If the pursuit of a grievance is made during the period of summer recess when a school calendar is not in force, then day shall mean the days of the week with the exception of Saturday, Sunday and legal holidays.

**ARTICLE VI  
GENERAL TEACHING CONDITIONS**

A) Length of School Day

1. The normal school day for teachers shall be seven and one half (7 1/2) hours. Time schedules for individual schools will have to be determined at a later date.
2. Any teacher working at least half-time (0.5) shall be entitled to a duty-free lunch of one-half (1/2) hour, which shall be inclusive of his school day, and to full health insurance and dental insurance benefits. All leave time benefits, and planning time, shall be prorated.

Part-time teachers working less than half-time (0.5) shall have planning time and all leave times prorated, but they shall not be entitled to health or dental insurance benefits. In all other aspects of their employment (probationary period, seniority computation, etc.), part-time teachers shall have the same conditions as required by State Education Law.

Part-time staff shall participate in faculty meetings and will be available one (1) day per week for student instruction prior to, or immediately after, the teacher's workday according to the circumstances best suited to meet student needs.

**B) Class Size**

Our intent is to work for individualized instruction. The employer agrees not to replace any full-time teacher with a non-certified teacher. This provision does not prohibit the employer from hiring an individual on a consulting basis. If an individual is employed as a consultant, he or she would be used in addition to that full-time teacher and will not replace that full-time teacher.

**C) Teacher Work Areas**

Each school shall have a teacher's work area containing adequate space, equipment and supplies to aid in the preparation of instructional materials.

**D) Requisitioning Procedures and Budget Cuts**

Prior to the closing of school in June budget cuts will not be made until consultation has taken place with the teacher or coordinator involved, if available. During the summer vacation additional budget cuts if necessary shall be made from a priority list supplied by the coordinator or the teacher in areas not coordinated by a member represented by the bargaining unit. A specified form shall be provided by the Association for this purpose. If no list is available necessary cuts will be made at the discretion of the Administration.

**E) Assignments and Vacancies**

1. The District, pursuant to Education Law, retains its right to make staff assignments as reassignments within tenure areas.
2. On or before June 1 each school year the District shall post in each building a list containing all anticipated openings as determined by the District for positions for the subsequent year. Posting information shall include certification and tenure area, building, grade level or subject area.

Interested teachers may apply for voluntary transfer to these openings with assurances of confidentiality regarding their request among and between District Administrators. Written applications must be to the Superintendent within seven (7) days of the posting.

Determination by the Superintendent based on criteria in paragraph E) 3 on all requests for voluntary transfers shall be made by June 20.

Vacancies which result subsequent to these determinations shall be posted and advertised so that professional staff may apply.

3. All applicants for posted positions shall be evaluated based on the following:
- a) Academic excellence as shown through the last three (3) years' evaluations contained in the applicant/teachers' personnel file.
  - b) Review of leave records.
  - c) Administrative recommendation.
  - d) Possession of appropriate certification.
  - e) Length of experience in the tenure area.
  - f) Length of seniority in the District.
  - g) Length of experience in the tenure area outside the District.

The foregoing procedure is not intended to imply that the District is relieved of its normal obligations to post and advertise notices of openings and/or vacancies during the school year and summer as they occur. In the summer "posting" shall be a mailed notice to all teachers in the tenure area of the position.

F) Travel

1. Approval of privately planned trips shall be determined by the Superintendent who shall consider the proposed travel's relation to the employee's major teaching responsibility.
2. In order for travel to be considered for credit the itinerary of the trip must receive approval from the Building Principal and the Superintendent prior to such travel on or before June 1. A formal paper describing the relationship of the trip experience to the individual's particular field of employment shall be submitted to the Superintendent and Board of Education for approval before any credit hours can be granted.
3. Approved private travel will earn credit at the rate of one (1) credit hour for three (3) weeks travel and two (2) credit hours for six (6) weeks travel.

G) Assembly Procedure

Each teacher (elementary and secondary) shall be given in his or her handbook a complete procedure to be followed for all types of assemblies (cafeteria, auditorium and gymnasium).

H) Planning Time

Each full-time teacher Grades K-12 shall have a weekly minimum planning time without student supervisory responsibilities and not to include the lunch break of one hundred ninety five (195) minutes. The minimum unencumbered preparation time shall be one (1) period or thirty (30) minutes per day.

I) Supervisory Assignments

Every attempt shall be made to make supervisory assignments equitable and such assignees will be selected on the following basis:

1. Number of class assignments.
2. Number of planning periods.
3. Number of outside responsibilities.
4. Availability.

J) Substitutes

The District shall attempt to the best of its ability to provide substitutes for teachers who are involved in professional activities outside of their District during their working day.

K) Field Trips

Field trips shall be considered an integral part of the curriculum, but must be individually approved by the Building Administrator with priorities determined by the amount of money allocated for this purpose.

L) Mileage Payments

A teacher hired to work in more than one (1) building shall be given time to travel between buildings as follows:

1. Fifteen (15) minutes between Grimshaw Building and High School.
2. Twenty (20) minutes for any trip involving the Onondaga Nation School.

This time shall not include lunchtime and the teacher's auto expenses shall be reimbursed at the current IRS rate one (1) way unless it is on the way home.

M) LTA Business

The President of the LTA will be excused at the end of the student day to conduct Association business, however, the Building Principal will be notified. There shall be three (3) days available for use by the President of the Association or his or her designee without deduction from personal leave. Advance notice shall be required except in emergencies.

N) Teaching Load

Teachers will be given class assignments prior to leaving school for the summer. During the summer vacation, if changes are necessary, the teacher will be consulted orally if he or she can be reached at home or by letter if he or she cannot.

O) Personnel File

A teacher shall have the right to examine his or her personnel file, which is located in the District Office at any time. This does not include the right to examine confidential pre-employment material.

A teacher shall initial and receive a copy of any document other than a transcript of hours prior to its being placed in the personnel file. The teacher shall also have the right to make written comments or rebuttal statements to accompany any item to be placed in the personnel file.

The District shall keep one (1) personnel file to be kept in the District Office on all professional staff. A teacher has the prerogative to add to the file at any time.

P) Workshops

There shall be three (3) days per year. One half (1/2) of the day at the end of the first (1st) semester and prior to the beginning of the second (2nd) semester will be devoted to departmental business.

Q) Student Teachers

Student teachers shall not be assigned without the consent of the teacher involved and the Building Principal.

R) Unused Snow Days

If there are unused snow day(s) by May 1 of a school year, one (1) unused day shall be used to extend the Memorial Day weekend.

S) High School Block Schedule

1. If a teaching schedule consists of all 75 minute instructional blocks, three will be the maximum number of daily classes. No teacher will have three consecutive 75 minute blocks.
2. Each 40 minute period will be equivalent to one-half of a 75 minute block and over a two day period, the two 40 minute periods will constitute one teaching assignment. The 40 minute periods will be used exclusively for singleton classes and teachers will have the opportunity to volunteer for these. If a teacher's schedule includes a daily 40-minute class, his/her assignment will consist of a maximum of 3 ½ classes on one day and 2 ½ classes the following day. No teacher will have a schedule of two consecutive 75 minute classes along with a 40-minute class immediately before or after the two 75 minute classes. No course will be offered in an everyday 40-minute format and also in a 75-minute format.
3. In either configuration, the maximum number of preparations over a two day cycle for a teacher assigned to six classes will be three and no duty assignment. Any teacher whose schedule contains four preparations will have a maximum number of five classes over a two-day cycle and no duty. Any teacher with five classes and three preparations over a two-day cycle may be assigned a duty.
4. Every teacher will have three 75-minute planning blocks in a two-day cycle. Teachers of students in grades 7 and 8 will have a scheduled team-planning block every other day (in addition to the three 75 minute planning periods mentioned previously). Each teaching assistant will have a minimum of one 40-minute planning period per day.
5. Teaching assignments will adhere to the following guidelines:

- a. All sections of English 7, Math 7, Science 7, and Social Studies 7 will be taught by the same teacher.
  - b. All sections of English 8, Math 8, Science 8, and Social Studies 8 will be taught by the same teacher.
  - c. A corrective or remedial class to which students are assigned shall count as one preparation and one assignment.
  - d. Labs which are a required part of a course and which have students assigned to them will count as half a preparation and half an assignment if the lab section contains exactly the same students as the individual class.
  - e. Labs which are a required part of a course and which have students assigned to them will count as one preparation and one assignment if the lab section does not contain exactly the same students as the class.
6. The procedure for resolution of differences resulting from the implementation and continuation of the 75-minute/40 minute block schedule will be addressed in this fashion. The affected party can appeal for resolution in this manner; first, the appropriate SIT sub-committee, e.g. Scheduling, Staff Development, etc. and second, a specially created panel consisting of the building principal, Superintendent of Schools, LTA representatives (one building representative, Grievance Chairperson, and LTA officer) and other individuals affected, as needed. If resolution of the problem requires major restructuring of the schedule, which cannot be accomplished in the current year, some accommodation will be attempted for the current year and the problem will be corrected the following year. This procedure does not preclude the affected party's right to grieve this matter according to the rules of the contract.
  7. The master schedule will be reviewed by the committee mentioned in part 6 by June 30. Adjustments to the master schedule will be made as needed and if possible. If changes are necessary over the summer, the affected staff member will be consulted.

## ARTICLE VII LEAVE OF ABSENCE

### A) Sick Leave

Be it resolved that the following statement of policy pertaining to employees' sick leave shall become effective immediately and shall include credit of all accumulated sick leave time.

1. This sick leave policy shall apply to all full-time and part-time employees with benefits for part-time employees to be prorated on the basis of their employment agreement.
2. A maximum of twelve (12) days of sick leave without loss of pay shall be granted for the school year.
3. Unused sick leave time shall be cumulative from year to year to a maximum of two hundred (200) days.
4. The Board of Education reserves the right to extend sick leave benefits beyond the limitations set forth in this program in cases involving unusual circumstances. In such cases the Board will consider written requests for special consideration and each case will be decided on its own individual merit.



5. Doctor or dentist appointments shall be considered part of sick leave.

B) Sick Leave Bank

There shall be established a sick leave bank, the purpose of which is to provide additional sick leave for members of the bargaining unit who have exhausted their accumulated sick leave due to extended illness. The Association shall establish and administer the policy and procedures of the bank.

The District shall upon receipt of a sick leave bank authorization form deduct one (1) or more days sick leave from the authorizing employee's earned sick leave allotment and notify the Association of said authorization. It will be the responsibility of the Association to maintain the bank at a minimum number of days equal to two (2) times the number of bargaining unit members.

RULES OF THE BANK

1. Any member who has contributed at least one (1) day to the bank shall be eligible to draw from the bank.
2. A request to withdraw bank days will require:
  - a) A doctor's statement indicating the nature of the illness or injury and probable length of absence from work.
  - b) A statement from the District Office staff that the member has depleted his or her accumulated sick leave.
  - c) A statement requesting withdrawal of days from the bank including the approximate number of days requested from the bank.
3. An initial request shall be for no more than thirty (30) days. For additional days beyond the original thirty (30) an additional request must be made.
4. Bank days shall not be converted to cash.
5. Any member of the bargaining unit who resigns or retires from LaFayette Central School District has the option of contributing up to one half (1/2) of unused sick leave days to the sick bank.

C) Emergency Leave

Any regular full-time employee shall be granted a total of four (4) days absence per year for the following reasons:

1. Death of close relative (Close relative being defined as any in-law, uncle, aunt, cousin, niece, nephew or grandparent).
2. Serious illness in immediate family.
3. Religious Holiday observance.

4. Court or court witness.

5. Personal business.

Advance notice will be given whenever possible. Any unused emergency days shall be accumulated as sick leave days.

If a member has exhausted all of his or her emergency leave days a member may use sick leave days for serious illness in immediate family.

D) Bereavement Leave

Full-time employees up to five (5) days maximum leave shall be granted for each occurrence of death in the immediate family ("Immediate family" is defined as son or daughter, husband or wife, mother, father, sister, brother, grandchild, great grandchild, or person occupying the position of parent).

E) Military Leave

Military Leave shall be granted in accordance with Section 242-243 of Military Law.

F) Prior Service

Persons employed by the District who have had prior service in industry or government must be treated as individual cases. The Administration and Board of Education shall examine each case and decide how much of the non-educational service is pertinent to the educational field.

G) Sabbatical Leave

The objective of this policy will be to increase each full-time staff member's value to the student, school and community. Leaves shall be granted for study, research, writing or other Board approved experiences of professional value. The exact nature of the leave is to be outlined with stated objectives.

Conditions for Applications:

1. Eligibility

- a) Members of professional staff with permanent certification in the pertinent area and with at least a Bachelor's Degree plus thirty (30) graduate hours.
- b) A minimum of seven (7) years of complete service in this school system.
- c) Seven (7) years must elapse before a person may receive a second (2nd) sabbatical.
- d) Periods of extended leaves or temporary leaves should be figured as: If out six (6) months at one time due to major illness, then total service necessary should be seven (7) years plus six (6) months to qualify.

2. Time

- a) Granted for one (1) year at one half (1/2) normal pay rate or granted for one half (1/2) year at full normal pay rate except when the person's outside earnings equal more than his or her salary scale step.

The Board of Education will only pay monies that, when added to any possible outside income, will total the teacher's normal pay.

If the teacher receives more money from outside sources than the total annual school salary no monies will be paid; but the teacher may still take the sabbatical.

- b) Deductions, insurance and retirement are to be in force during the leave. Sick days, however, will not accumulate during the leave period. Pay will be made to the person on sabbatical leave on the regular pay schedule for the faculty at an address arranged by the person on leave.
- c) These leaves are subject to the District's ability to employ a qualified and certified substitute. If a qualified substitute is not available the applicant for sabbatical should have priority for the next academic year.

3. Application

- a) Any teacher who meets the requirements of Section 1 - Eligibility may apply for a sabbatical.

Selection of teachers to be granted sabbaticals shall be made by the District Planning Council which in reference to sabbaticals shall be expanded to include a Building Administrator and a representative of the Board of Education who shall make their decision based on the following criteria:

1. Planned results that the District can use (e.g. thesis, book, curriculum materials, etc.).
  2. Correlation with person's responsibilities in the District.
  3. Advanced Degrees.
  4. Higher Education.
  5. Rotation of Departments.
  6. Seniority.
- b) Applicants must agree in writing to return for a period of two (2) years after being awarded a sabbatical leave. Failure to return because of death or ill health would automatically cancel repayment, the same as returning for two (2) years. If applicant does not return or returns for less than the two (2) years he or she must recompense the Board one hundred (100%) percent of the monies paid to him or her.
- c) When a leave is granted it shall be on the new salary step.

- d) Return after the leave shall be in the same course and subject area and on grade level in the same building unless a change is agreed upon by both the teacher and the Administrator.
- e) Approval by the District Planning Council and the Board of Education shall be not more than forty five (45) calendar days after the final date for submitting of the applications which shall be March 1 for a full year or fall semester leave and October 1 for a spring semester leave.
- f) Reports on the progress of the proposal shall be submitted periodically to the Board of Education according to a format set by the Board and a final written and oral report shall be made to the Board within three (3) months after return from the sabbatical. Such report shall be made available to the staff. There will be a follow-up report upon completion of one (1) year of teaching, after returning from the sabbatical, that will reflect actual implementation of the described objectives stated in the sabbatical request.

#### 4. Number

If the District Planning Council receives applications for Sabbatical Leave and makes a decision that one (1) or more are meritorious, one (1) sabbatical shall be given. Sabbaticals shall not be accumulative.

#### H) Teacher's Professional Conferences

Teachers requesting attendance at special conferences will receive approval or denial within three (3) days after next Administrative Staff Meeting following receipt of the request but in no instance longer than ten (10) days after receipt of request of their application. One (1) teacher from any one (1) department shall be allowed to attend a conference at the same time unless special permission is granted by the Superintendent. The LTA will assume expenses and substitute costs for Association representatives to conferences involving official LTA business in 1994-1997. The LTA and Board of Education will share equally the costs of sending the delegate to the retirement system convention.

#### I) Professional Growth-A

Each teacher is required to complete 30 in service clock hours every two years (2) during the term of this agreement. The courses of study must be pre-approved by the Administration and proof of completion of these hours is the responsibility of the teacher. All other unit members are required to take 3 non graduate credit hours or thirty (30) in service clock hours every two years (2) during the term of this agreement. The courses of study must be pre-approved by the Administration and proof (by official transcript if necessary) of completion of these hours is the responsibility of the unit member.

The parties further agree that one (1) Superintendent's conference day will equal 6 hours toward the 30 in service hours requirement. Only one conference day may be used in each block of 30 hours. Members of the bargaining unit may take pre-approved in service courses and be paid at the current negotiated rate in accordance with Article XXIII.

At the end of the term of this agreement (2000-2003), unit members must have completed 30 hours of professional growth in accordance with Article VII-I (Professional Growth-A), and the Sidebar Agreement, (as attached) plus the rollover from the previous contract term (1997-2000) where applicable.

A sum of \$475.00, the equivalent of 24 hours (plus the superintendent Conference Day, or another 6 hours@ \$129.80) where applicable, plus the roll over from the previous contract term (1997-2000) where applicable, will be paid at the end of the term of the 2000-2003 contract.

Failure to accrue the 30 hours (24 +6) plus the rollover from the previous contract term, if applicable, (1997-2000) will result in the forfeiture of the monies set forth in paragraph 2 above.

If an individual completes the required hourly commitment prior to the end of the term of the contract, they may submit for payment of 30 hours (24+6) to be paid by the 30<sup>th</sup> of the month.

The District will provide quarterly reports to the LTA President and unit members as to the completion of hours.

The parties agree, in good faith, to seek the fulfilment of this Article.

**J) Parental Leave**

1. An employee shall, upon written request, be granted a leave of absence for the purpose of child rearing for a maximum of two (2) years.
2. An employee adopting an infant child shall be entitled, upon written request, to a leave for a maximum of two (2) years.
3. An employee who is granted a parental leave of absence shall have the following reinstatement rights:
  - a) With Board approval, an employee may return prior to the end of a parental leave by giving ninety (90) days notice of his or her desire to return.
  - b) Upon return from parental leave the employee shall be assigned to the same tenure area as previously held.
  - c) Since this is not a termination of employment any and all previous benefits accrued shall be continued.

**K) Jury Duty**

It will be the policy of the Board of Education in the event that school employees are called to serve on jury duty that they will be expected to perform as much of their regular school duties as hours required by jury will permit and that they will be paid full salary for days they serve on jury in addition to any jury pay.

L) Leave of Absence Without Pay

Certified employees on tenure may apply to the Board of Education for a leave of absence, without pay, for up to two (2) academic years. All sick leave benefits shall not be lost, but will not accumulate during the period of the leave and the time of leave shall not be counted for salary step increase.

The teacher on leave shall notify the Superintendent of his intent to return by March 15 prior to the beginning of the next school year. Upon return a teacher shall be assigned to the same tenure area.

M) Leave for Religious Observance

Sick leave days may be used for up to three (3) religious observance days.

**ARTICLE VIII  
DISTRICT COMMUNICATION**

A) District Planning Council

1. The purpose of the District Planning Council shall be to consider any issue related to the operation of the LaFayette District which is suggested as an agenda item by any member of the DPC. The purpose of such consideration of any issue shall be to promote the smooth operation of the school system and to permit full discussion and resolution of any potential problem. Additionally, the DPC shall be consulted on all district wide in-service workshops, including but not limited to workshop topics, presenters, meeting times and places and eligibility for teachers in attendance.
2. The DPC shall be composed of two (2) teachers from each building and the Superintendent of Schools. Any Building Administrator may attend DPC meetings as a nonvoting member.
3. Procedures: At the first (1st) DPC meeting a chairperson and a secretary shall be selected by the members. Minutes shall be kept in triplicate; one (1) set by the District Office and another copy by the Secretary of DPC, and one (1) copy by the Secretary of LTA. Quorum shall be five (5) properly selected representatives. Any member of the DPC may call a meeting upon one (1) week's written notice to all other DPC members.
4. School Calendar: DPC shall be responsible for developing the legal official LaFayette District calendar. The selected chairperson shall present the recommendation of the DPC regarding the school calendar to the Board of Education. This must be done after the recommended BOCES calendar is issued, but before June 1.
5. The DPC shall be responsible for developing the activities for two (2) school nights per year for faculty at Grimshaw, Onondaga Nation School, and the High School to meet with parents.

B) Executive Council

The Executive Council of the LTA shall meet informally twice a year (with the Board of Education and the Chief School Administrator) and/or when extenuating circumstances arise. Invitations may also be extended to Building Administrators.

**ARTICLE IX  
REMUNERATION FOR EXTRA-CURRICULAR ACTIVITIES**

A) Interscholastic Salary Schedule

See Appendix C.

B) Co-Curricular

See Appendix D.

**ARTICLE X  
DEPARTMENT COORDINATORS**

- A) Coordinators, if appointed, shall serve a one (1) year term. The District continues to reserve the right to combine or consolidate new or existing areas. Coordinators shall receive payment for services in accordance with the appropriate schedule, but shall not be entitled to an unassigned supervision period per day.
- B) Compensation for the above position: See Appendix D.
- C) Agreed upon job descriptions and responsibilities shall be incorporated into Board policy.

**ARTICLE XI  
TEACHER AIDES**

The employment of teacher aides will be determined by the Building Administrator and a committee of teachers from the building involved, with final approval by the Board and Superintendent. Aide services will be listed for each building and distributed to all faculty members.

**ARTICLE XII  
HEALTH INSURANCE**

- 1. The Board approves the financial support of the Region-wide Option II Health Plan for the insurance to the extent of ninety -five (95%) percent of the premium of each participating employee and eighty-five (85%) percent of the premium of the employee's dependents.
- 2. The co-pay prescription drug deductible shall be one (\$1) dollar for generic, one (\$1) for mail order, and seven (\$7) dollars for brand name prescription drugs. Effective July 1, 2001, the co-pay prescription drug deductible shall be one (\$1) dollar for generic, one (\$1) for mail order, and eleven (\$11) dollars for brand name prescription drugs.
- 3. Only unit employees enrolled in the District's health insurance plan under either the individual or dependent plan as of January 21, 1997, may elect to forego either individual or dependent coverage and shall receive a financial inducement for such withdrawal in accordance with the following terms:

- a. If an employee elects to withdraw from the health insurance program and receive the inducement, such withdrawal shall be made on an election form not less than 30 calendar days prior to the effective date of such withdrawal.
- b. The financial inducement for withdrawing from the District's health insurance program shall be an annual payment of \$1,000 for individual coverage and \$1,500 for dependent coverage, pro-rated on a payroll period basis.
- c. Payment of such financial incentive shall be made on a payroll period basis as long as the employee chooses to participate in the District's health insurance buyout program.
- d. An individual who terminates employment prior to the end of the plan year will receive a prorated amount based upon the actual amount of time the employee did not have the health insurance coverage.
- e. Time spent on an unpaid leave of absence shall be deducted from the period of time worked for the purpose of prorating the incentive.
- f. If an employee elects to withdraw from the health insurance buy out program and then decides to rejoin, the employee shall be eligible to immediately rejoin the health insurance program, but will not be eligible to participate in the health incentive buyout program, without the express written consent of the Superintendent.
- g. By this agreement, the parties do not suggest that employees whose sole health insurance protection is provided by the District partake in such option. The District and the Association caution that only those employees who have alternative health insurance consider participating in this incentive program. Employees should become thoroughly informed and knowledgeable regarding the benefits, cost, employer's participatory share of such cost, etc., of any alternative health insurance program.
- h. The buy-out program will be limited to thirty percent of the bargaining unit. In the event that more than the maximum percentage of employees apply to receive this option, seniority with the District will be the determining factor in determining eligibility.



**ARTICLE XIII  
SALARY**

- A) Refer to Appendix A or B for the appropriate Salary Schedule.
- B) Teachers shall have the option of having their salary divided into twenty-two (22) or twenty-six (26) installments. Those choosing the twenty-six (26) installments will receive five (5) installments in a lump sum as their final check in June. If the teacher wishes to change his or her payment installments, written authorization must be received by the Business Office on or before June 30, prior to the year in which installments are to be effective. New staff will have this option at the time of appointment.

**ARTICLE XIV  
TERMINATION OF SERVICE**

Upon termination of services with the LaFayette Central School District all accumulated employees' benefits are cancelled. Teachers not being rehired will be notified by May 15, in accordance with Article XVI, part 3b. This date does not apply to positions that are abolished.

**ARTICLE XV  
FAIR DISMISSAL**

- A) No employee shall be dismissed except for just cause.
- B) In the event that an Administrator is dissatisfied with a teacher's effectiveness he or she will inform the teacher for the purpose of improving the individual's performance.

**ARTICLE XVI  
STAFF MEMBER EVALUATION**

- 1. All monitoring or observation of the work performance of a staff member shall be conducted openly and with the full knowledge of the staff member.
- 2. It is the prime purpose of observations and evaluations to highlight a teacher's strengths and weaknesses. So that a staff member will benefit from the observation-evaluation, specific weaknesses will be clearly defined and recommendations for improvement shall be outlined.
- 3.
  - a. All non-tenured staff will be formally observed by an administrator once in each of the first three quarters of the school year. An observation in the fourth quarter may be waived if the staff member's performance is assessed generally as "good" to "excellent".
  - b. If, after the second observation of any school year, the administrator determines that a non-tenured staff member's performance is less than satisfactory and that he/she is in danger of not being rehired, the administrator will so inform the staff member before the end of the first semester. At that time, specific areas in need of improvement will be identified. At least two more observations will then be made prior to May 1 to assess whether sufficient improvement has taken place and the staff member will be informed of the results in accordance with Article XIV.

4.
    - a. A tenured staff member will be observed by an administrator at least 2 times per year. A second observation may be waived if the staff member's performance is generally assessed as "good" to "excellent". Tenured staff members may also be evaluated by a summative evaluation as described in part 4b.
    - b. Tenured staff members who wish to have a summative evaluation in lieu of a classroom observation are to submit a request to the building principal no later than the end of the first five weeks of school. The building principal shall respond to all requests no later than the end of the first quarter of the school year. No more than fifty percent of the tenured staff will have summative evaluations in any school year and no tenured staff member shall have a summative evaluation in two consecutive years.
  5.
    - a. Following the observation, the administrator shall meet with the staff member to discuss the observation and to identify strengths and weaknesses as soon as feasible and, under normal circumstances, not later than 3 school days following the observation. A formal written evaluation must be presented to the staff member within 5 school days of this post-observation conference. The staff member will sign and return the formal evaluation within 3 school days of receipt, attaching a written statement of clarification or rebuttal should he/she so choose.
    - b. Summative evaluations shall be given to staff members between April 15 and June 15. A summative evaluation will commence with a conference between the staff member and administrator and then follow the timeline established for a classroom observation.
  6. Standard evaluation-observation forms shall be used throughout the District. No other forms shall be used unless jointly agreed upon between the Administration and the Association. These standard forms are contained in appendices E, F, G, H, and I of this professional agreement.
  7. At the beginning of each school year staff members shall be apprised of specific criteria upon which they will be evaluated. No criteria shall be used which has not been previously known by the staff member.
  8. Any staff member who in the eyes of the supervisors is performing unsatisfactorily and will not be recommended for reemployment shall be informed of this fact in accordance with the provisions of the statutes of the Education Laws of New York State.
  9. The validity of an evaluation form will be attested to by the signatures of the observer and the staff member being evaluated.

#### **ARTICLE XVII CALENDAR AND WORK YEAR**

The school year calendar will be attached to this agreement so that all employees shall receive one. For the 2000-2003 school years, the school calendar shall contain 188 teacher work days. The parties further understand and agree that the additional two (2) days noted herein shall be scheduled non-instructional days. i.e. staff professional development days. The 188 teacher work days are inclusive of five (5) non-instructional days.

**ARTICLE XVIII  
CONTRACT PRINTING AND DISTRIBUTION**

The agreement shall be printed by the LaFayette Teachers Association and ready for distribution to each teacher within thirty (30) days after its execution, but no later than the beginning of the school year if possible. A new applicant shall be presented with a copy of the working agreement currently in force at the time he or she is given a salary agreement.

**ARTICLE XIX  
ENROLLMENT OF CHILDREN OF STAFF MEMBERS**

Staff members living outside the District will be allowed to enroll their children in the LaFayette Central Schools tuition free if it does not cause overcrowding of classroom space and/or additional cost to the District.

**ARTICLE XX  
DENTAL INSURANCE**

The District will pay the individual employee personal dental insurance up to eighty seven dollars and ninety six cents (\$87.96) per member.

The District shall provide the basic and supplemental basic coverage, Schedule A, for individual teachers; family coverage at employee expense.

**ARTICLE XXI  
RETIREMENT INCENTIVE**

- A. There shall be a retirement incentive provision for teachers who submit an irrevocable letter six (6) months in advance of the June 30 on which they intend to retire. A full year's notice would be required if the incentive were to be included in the final year's salary. The schedule below shall be the rate of compensation:

**ELIGIBILITY FOR RETIREMENT UNDER NEW YORK STATE  
TEACHERS' RETIREMENT SYSTEM**

A)	Year 1	\$ 6,500 + \$ 25 per day for each unused sick day	Maximum \$11,500
B)	Year 2	\$ 4,500 + \$ 25 per day for each unused sick day	Maximum \$ 9,500
C)	Year 3	\$ 3,500 + \$ 25 per day for each unused sick day	Maximum \$ 8,500
D)	Year 4	\$ 2,500 + \$ 25 per day for each unused sick day	Maximum \$ 7,500
E)	Year 5	\$ 1,500 + \$ 25 per day for each unused sick day	Maximum \$ 6,500

The parties agree to re-open the contract with regard to the Early Retirement Incentive on October 16, 1995.

**NOTE:** To be eligible under this plan a teacher shall have served the LaFayette Central School District for more than ten (10) years of full-time service prior to the effective date of retirement.

- B. Article XXI A expires , notwithstanding Section 209-a 1 (e) of Article 14 of the Civil Service Law on July 15<sup>th</sup>, 1998.
1. Eligibility shall be for employees eligible to retire June 30, 2001 and June 30, 2003 who have ten (10) or more years of full-time district service prior to the effective date of this incentive entitlement.
  2. Employees eligible to retire, pursuant to the requirements set forth herein must submit written notification by May 24, 2001 or May 24, 2003 of the intent to retire. This letter should include the specific retirement date of June 30, 2001 or June 30, 2003 to be eligible for this incentive.
  3. The incentive shall be the difference between the employee's salary at the end of the retirement year and \$35,000.
  4. The incentive shall be paid in conjunction with the regular payroll schedule following the written payment instructions from the retiree. The retiree shall have the option of receiving the incentive payment in one (1) or two (2) installments. The total to be paid prior to December 31<sup>st</sup> of the calendar year of retirement.
  5. Health insurance coverage 100% of the premium paid for employees currently enrolled in individual or family until the employee reaches Medicare eligibility as established by law and in effect as of the date of retirement. If the employee reaching Medicare does not receive 10 years of 100% premium payment, said employee shall be entitled to the equivalent years of Health Insurance coverage for the difference in years, from 10 according to the following table:

	District Health Insurance Premium Contribution	
	Individual %	Family %
Up to and including year 7	100%	100%
Years 8 through 10	Flat premium = Year 7 premium	
  6. Upon expiration of this incentive, the District will pay 50% of the premium for Individual health insurance coverage and 35% of the premium for family health insurance coverage.
  7. If the retiree predeceases his or her spouse and has not received 10 years of health insurance premium payment as contained herein, the spouse shall be entitled to individual coverage at the individual premium noted in paragraph 5 and/or 6.
  8. By the dates specified in paragraphs 1 and 2, the death of the employee's spouse may be the cause for revocation of the employee's letter of resignation, at the Superintendent's discretion.
  9. This agreement is not applicable for any employee who has already retired, or otherwise left the employ of the district prior to the effective date of this agreement.

10. This agreement shall become effective upon approval of the LTA and the LaFayette Board of Education.

The LTA Executive council agrees to establish a team to meet with representatives of the board to negotiate the following three items:

- A. Extending the contract in effect July 1, 2000 to June 30, 2003 to a fourth year.
  - B. Including an amount equal to 4.25% salary increase but negotiating the distribution of this amount. (The board would like the largest chunk of this 4.25% to go to the staff that have been here from 3 to 8 years.)
  - C. The board would offer the same retirement package as listed above\* to all in the bargaining unit for the 2003 calendar.
- \*2001 Retirement package as negotiated by Jerry Vredenburg

## **ARTICLE XXII TRAVEL BETWEEN BUILDINGS**

Teachers who are assigned duties in either the High School and O.N.S. or the Grimshaw School and O.N.S. shall be assigned a maximum of five (5) teaching periods per day.

## **ARTICLE XXIII PAYMENT FOR SUMMER & NON-SCHOOL WORK**

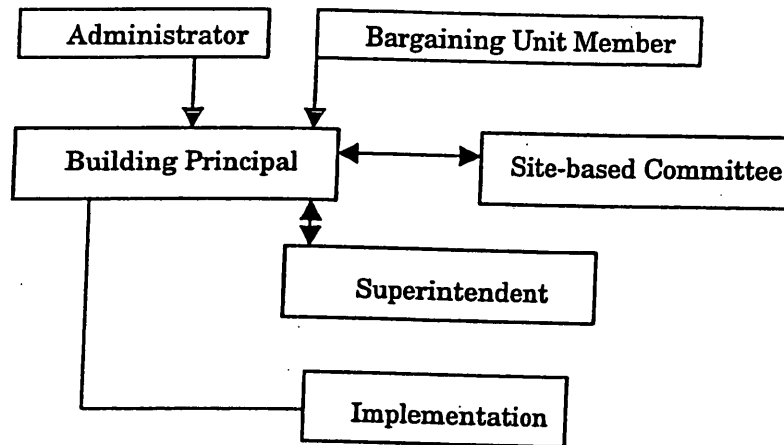
Commencing July 1, 2000, the following conditions apply:

- A. **Payment for Summer and Non-School Day Activities**
  - 1. **Instructional Activities**
    - a. Teaching summer school/tutorial/remedial/ enrichment
    - b. Teaching in-service courses for staff or community.
    - c. Remuneration for these activities for teachers will be at \$19.80 an hour with .5 hour of preparation time being paid for each hour of instruction time.
    - d. Remuneration for these activities will be \$14.75 per hour for Teaching Assistants and Nurses.
  - 2. **Professional Activities**
    - a. Staff development
    - b. Curriculum development
    - c. Program change preparation
    - d. Remuneration for these activities for teachers will be at \$19.80 per hour (using a 7.5 hour teacher day).
    - e. Remuneration for these activities will be \$14.75 per hour for Teaching Assistants and Nurses.
    - f. A facilitator of these activities will receive an additional 10% in salary.
  - 3. **Physical Change Activities**
    - a. Preparation for moving
    - b. Supervision of moving personnel
    - c. Actual moving of materials
    - d. Remuneration will be paid at a rate of \$13.50 an hour.

4. Process to initiate summer or non-school day projects

a. A proposal for summer or non-school day activities can originate with either an administrator or a member of the bargaining unit. In either case, the plan will then be submitted to the building principal. Every proposal will then be sent to the appropriate site-based committee for discussion and/or approval. The committee will then return the proposal to the building principal as approved or request revision and resubmission. The principal will then send the plan to the district superintendent who must approve it before its implementation.

b. Path of a proposal



**ARTICLE XXIV  
JOINT COMMITTEE**

No language shall be added to the contract regarding number of after school meetings, but present practice shall be continued as a maximum. There shall be a joint committee of Association members and District administrators to compile a list of meetings being held after school, the length and purpose of such meetings, and the number of bargaining unit personnel involved. The committee shall keep its records during the 1992-93 school year and publish a report of its findings to the Superintendent and Association by September 1, 1993.

**APPENDIX A**  
**Teacher hiring schedule**  
**2000-2001**

A – Hired with no Bachelor degree	B – Hired with a Bachelor degree
\$26,247	\$31,029 <small>Step 1</small>
\$26,820	\$31,602 <small>Step 2</small>
\$27,418	\$32,200 <small>Step 3</small>
\$28,040	\$32,822 <small>Step 4</small>
\$28,686	\$33,467 <small>Step 5</small>
\$29,359	\$34,141 <small>Step 6</small>
\$30,060	\$34,842 <small>Step 7</small>
\$30,791	\$35,574 <small>Step 8</small>

Each of the above amounts shall be increased by four and one-quarter (4 1/4)% for the 2001-2002 and 2002- 2003 school years.

- 2) The stipend for a Masters degree shall be \$650. Doctorate shall be \$600.
- 3) Any EIT monies received by the District shall accrue to the District.
- 4) To qualify for schedules involving extra hours, the courses of study must be pre-approved by the Administration and proof (by official transcript) of completion of these hours is the responsibility of the unit member.
- 5) Salaries will be adjusted not more than twice a year to recognize additional hours (October 15 and March 15). Hours completed in January call for only 1/2 increment. If not turned in by March 15, without good reason, there will be no adjustment until the following year. Hours completed in summer school call for full increment, even if turned in on March 15.
- 6) Effective July 1, 2000, each returning bargaining unit member shall receive a four and one-quarter percent (4.25%) increase on their 1999-2000 salary for 2000-2001, a four and one-quarter percent (4.25%) increase on their 2000-2001 salary for 2001-2002 and a four and one-quarter percent (4.25%) increase on their 2001-2002 for 2002-2003.
- 7) The parties agree to use Column A and Column B of the 2000-2001 hiring schedule as the base for hiring purposes only. Experience shall be granted at the discretion of the Superintendent. Teachers approved for the graduate credit hours by the Superintendent shall be paid at the rate of \$80 per graduate hour, blocks of six, with a maximum 78 graduate hours.
  - a) Teaching Assistants, Registered Nurses, or Occupational Therapists approved for undergraduate course credit hours shall be paid at the rate of \$30 per undergraduate credit hour, blocks of six, with a maximum of 30 undergraduate credit hours.
  - b) Doctorate and/or Masters shall be paid at the rate of \$650. Only one Doctorate or Master's stipend will be recognized for salary payment unless otherwise pre-approved by the Superintendent.

- 8) The teaching assistant assigned to the Onondaga Nation School, Jr. Sr. High School and the Grimshaw buildings computer laboratory will be entitled to a 5% stipend above their current salary if they successfully complete three (3) undergraduate hours of approved course work in the field of computer science or computer technology during the 1997-1998 school year; an 8% stipend above their current salary if they successfully complete six (6) undergraduate hours of approved course work in the field of computer science or computer technology during the 1998-99 school year; a 10% stipend (2% additional from 1998-99), above their current salary if they successfully complete six (6) undergraduate hours of approved course work in the field of computer science or computer technology during the 1999-2000 school year.

Prior approval of the course by the Superintendent is necessary. The Superintendent will provide or make available information for relevant course work. This stipend will not become part of the individual's base rate.

- 9) Longevity: The parties agree, effective July 1, 2000, to institute a phased in longevity payment for Teachers as follows:

a. After completion of 5 years	\$800 added to salary base
b. After completion of 10 years	\$900 (additional \$100 added to salary base)
c. After completion of 15 years	\$1,000 (additional \$100 added to salary base)
d. After completion of 20 years	\$1,100 (additional \$100 added to salary base)
e. After completion of 25 years	\$1,200 (additional \$100 added to salary base)

Continuous full-time years of unit service count toward years of service for longevity. For example, an employee working as a TA becomes a Teacher, without a break in service, the years of service as a TA are counted toward Teacher longevity. The PHASE IN of the longevity for Teachers shall be as follows:

For an employee who has completed 5 years:

2000/01	\$267 (\$800/3yrs) added to base
2001/02	\$267 added to base salary (total \$534)
2002/03	\$266 added to base salary (total \$800)

For an employee who completed 8 years:

2000/01	\$267 added to salary base (year. 9)
2001/02	\$267 added to salary base (year 10)
2002/03	\$266 +\$100 added to salary base (year 11)

- 10) A longevity stipend will be paid to Teaching Assistants, Nurses and Occupational Therapists after the completion of 10 years of full time continuous service to the District. The stipend shall be \$200 and shall be added to the salary base.
- 11) Separation of service in excess of one (1) year<sup>1</sup> terminates accumulation of longevity service for longevity credit.

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<sup>1</sup> Academic school year



**ARTICLE XIII**  
**APPENDIX B**  
**Registered Nurse, Licensed Teaching Assistant and**  
**Licensed Occupational Therapist**

**Registered Nurses**

	<b><u>2000-2001</u></b>	<b><u>2001-2002</u></b>	<b><u>2002-2003</u></b>
	24,239	25,269	26,343
Head Nurse Stipend	1,834	1,912	1,993

**Licensed Teaching Assistants**

Except for those licensed teaching assistants whose salaries are grandfathered, who are receiving a stipend as a computer center coordinator, pay for licensed teaching assistants shall be as follows:

<b><u>2000-2001</u></b>	<b><u>2001-2002</u></b>	<b><u>2002-2003</u></b>
15,694	16,361	17,056

All others shall receive 4.25% for 2000-2001, 4.25% for 2001-2002 and 4.25% for 2002-2003.

**Licensed Occupational Therapists**

	<b><u>2000-2001</u></b>	<b><u>2001-2002</u></b>	<b><u>2002-2003</u></b>
Salary increases	4.25%	4.25%	4.25%
Starting salary:	Not less that \$32,000		

## APPENDIX C

### 2000-2003 Interscholastic Salary Schedule

	0-3 Years of Experience			4-6 Years of Experience			7-9 Years of Experience			+9 Years of Experience		
	2000-01	2001-02	2002-03	2000-01	2001-02	2002-03	2000-01	2001-02	2002-03	2000-01	2001-02	2002-03
Varsity (Including Cross Country)	\$3,327	\$3,468	\$3,615	\$3,562	\$3,714	\$3,871	\$3,821	\$3,983	\$4,152	4,077	\$4,250	\$4,43
JV/Assistant Varsity	\$2,544	\$2,652	\$2,765	\$2,804	\$2,924	\$3,048	\$3,059	\$3,189	\$3,324	\$3,326	\$3,467	\$3,61
Modified	\$2,168	\$2,261	\$2,357	\$2,436	\$2,540	\$2,648	\$2,682	\$2,796	2,915	\$2,951	\$3,077	\$3,20
Golf, Track	\$1,546	\$1,612	\$1,680	\$1,793	\$1,869	\$1,949	\$2,040	\$2,127	\$2,217	\$2,310	\$2,408	\$2,51
Cheerleader Advisor	2000-01 \$1,697	2001-02 \$1,769	2002-03 \$1,845									

**NOTE:** The District shall pay an additional three hundred dollars (\$300) stipend at the end of the school year to a coach who coaches three (3) sports in one school year.

**ARTICLE 9-B  
APPENDIX D  
2000 - 2003 CO-CURRICULAR SALARY SCHEDULE**

<u>ITEM</u>	<u>ACTIVITY</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1.	Dances	\$ 84	\$ 88	\$ 92
2.	Skating Parties	84	88	92
3.	Student Government	1,342	1,399	1,458
4.	Trips on Non-School Days	174	181	189
5.	School Newspaper Publication	707	737	768
6.	Tutorial Advisor	697	727	758
7.	Buses to and from Games	84	88	92
8.	Science Fair Advisors/Science Olympiad Advisors	509	530	553
9.a	Dir/Producer Major Musical or Play @ HS	1,885	1,965	2,049
b	Music Director for Major Musical @ HS	1,885	1,965	2,049
c	Technical Director/Set Design & Construction @ HS	842	878	915
d	Vocal Dir/Rehearsal Accompanist: Musical @HS	1271	1325	1381
e	Choreographer/Major Musical or Play @HS	310	323	337
10.a	Major Musical or Play @ Grimshaw or ONS	1885	1965	2049
10.b	Music Director/Vocal Director for Major Musical at Grimshaw and ONS	1271	1325	1381
10.c	Technical Director/Set Design & Construction for Major Musical at Grimshaw & ONS	205	214	223
10.d	Choreographer for Major Musical at Grimshaw & ONS	205	214	223
11.	Class Advisor			
	Grade 6	518	540	563
	Grade 7	731	762	794
	Grade 8	731	762	794
	Grade 9	874	911	949
	Grade 10	874	911	949
	Grade 11	1,342	1,399	1,458
	Grade 12	1,342	1,399	1,458
12.	Yearbook (HS) - Plus one free period	5,825	6,073	6,331
13.	Yearbook (ONS)	1,174	1,224	1,276
14.	Future Business Leaders Association	877	914	953
15.	National Honor Society	877	914	953
16.	HS Math League Advisor	734	765	798
17.	7/8 Math League Advisor	441	460	479
18.	SADD/Youth to Youth	403	421	438
19.	Mock Trial	734	765	798
20.	ECOS	441	460	479
21.	UN Model	588	613	639
22.	Academic Decathlon	441	460	479
23.	International Clubs	441	460	479
24.	Auditorium Supervisor	1,602	1,670	1,741
25.	Stage Band or Dixieland Combo	1,602	1,670	1,741
26.	Select Vocal Ensemble	1,602	1,670	1,741
27.	Crowd Control/Clock Operator	80	84	87
28.	Outdoor Education Club	1,518	1,582	1,650
29.	Jr. High Key Club	877	914	953

Department Coordinators

<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
\$ 2,510	\$ 2,617	\$ 2,728

**APPENDIX E**  
**SUMMATIVE EVALUATION**  
**Tenured Teacher/Tenured Teaching Assistant**

Name \_\_\_\_\_ Building \_\_\_\_\_  
 Dept. \_\_\_\_\_ Teacher \_\_\_\_\_ Teaching Assistant \_\_\_\_\_  
 Date \_\_\_\_\_ Date of Follow-Up Conference \_\_\_\_\_

**EVALUATION AREA**

**KEY** E - Excellent  
 G - Good  
 S - Satisfactory  
 NI - Needs Improvement (a check in this area requires written comments and suggestions)  
 NA - Not Applicable

The Teacher or Teaching Assistant	E	G	S	NI	NA
1. maintains accurate records in all required areas					
2. maintains confidentiality in dealings with students, staff and patterns					
3. meets all required deadlines					
4. communicates effectively					
5. works cooperatively					
6. maintains good attendance					

**Special Mention/Recognition**

Narrative: \_\_\_\_\_ Attached ⇨ \_\_\_\_\_ Number of Pages \_\_\_\_\_  
 Teacher/Teaching Assistant Response: \_\_\_\_\_ Attached ⇨ \_\_\_\_\_ Number of Pages \_\_\_\_\_

\_\_\_\_\_  
 Evaluator's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Staff Member's Signature

\_\_\_\_\_  
 Date

Teacher/Teaching Asst. \_\_\_\_\_

Observer's Signature \_\_\_\_\_

Observer's Title \_\_\_\_\_

**Appendix F**  
**SCHOOL NURSE EVALUATION FORM**

Name \_\_\_\_\_ Building \_\_\_\_\_

Observed (Class/Description/Subject)  
\_\_\_\_\_

Date of Observation \_\_\_\_\_ Time: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

**EVALUATION AREA**

Key: E - Excellent  
G - Good  
S - Satisfactory  
NI - Needs improvement (a check in this area requires written comments and suggestions)  
NA - Not applicable

The School Nurse:	E	G	S	NI	NA
1. respects confidentiality of pupil information.					
2. administers medications and treatments per health care provider's orders and based on established guidelines and District policy.					
3. follows Communicable Disease control procedure and informs and advises administration and/or parents regarding school exclusion and readiness.					
4. provides care for student illnesses and accidents according to school policies and protocols.					
5. serves as liaison between medical community, the school and the staff regarding student health concerns.					
6. manages mandated school screening programs for vision, hearing and scoliosis.					
7. manages mandated school program and follow-up for all physical examinations.					
8. monitors student immunization records to assure they meet state requirements.					
9. serves as a member of the C.A.R.E. Team and/or as a resource to the Committee on Special Education to interpret health-related data.					
10. assists in the development of health policies.					
11. manages the office consistent with the expectations of the school.					
12. assists building administrator to monitor student attendance on a daily basis.					

Narrative/Post Observation Conference Summary

Attached ⇔ Number of Pages \_\_\_\_\_

Staff Member Response

Attached ⇔ Number of Pages \_\_\_\_\_

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Member's Signature

\_\_\_\_\_  
Date

**APPENDIX G  
PUPIL PERSONNEL STAFF EVALUATION FORM**

Name \_\_\_\_\_ Building \_\_\_\_\_

Observed (Class/Description/Subject) \_\_\_\_\_

Date of Observation \_\_\_\_\_ Time: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Date of Post Observation Conference \_\_\_\_\_ Non-Tenure \_\_\_\_\_ Tenure \_\_\_\_\_

**EVALUATION AREA**

**Key:** E - Excellent  
G - Good  
S - Satisfactory  
NI - Needs improvement (a check in this area requires written comments and suggestions)  
NA - Not applicable

The Pupil Personnel Staff Member	E	G	S	NI	NA
1. respects confidentiality of pupil information.					
2. records, interprets and disseminates results of normative test data.					
3. coordinates, in conjunction with building administration, all school testing and completes all relevant reports.					
4. maintains cumulative records/files and protects their confidentiality.					
5. conducts individual/group guidance sessions for scheduling and career development.					
6. acts as a liaison between home and school staff when concerns arise and schedules parent conferences accordingly.					
7. communicates and provides necessary information to staff regarding students needs/programs.					
8. uses community agencies as needed and makes referrals when necessary.					
9. functions as a clearinghouse for educational enrichment opportunities available to students through colleges, businesses and/or other agencies.					
10. works with teachers to develop strategies to improve student behavior and and academic performance.					
11. coordinates and conducts pupil personnel team meetings at the building level.					
12. conducts home visits as needed.					

**Narrative/Post Observation Conference Summary** Attached ⇔ Number of Pages \_\_\_\_\_

**School Counselor Response** Attached ⇔ Number of Pages \_\_\_\_\_

\_\_\_\_\_  
**Evaluator's Signature** Date \_\_\_\_\_

\_\_\_\_\_  
**Staff Member's Signature** Date \_\_\_\_\_

**APPENDIX H  
TEACHER EVALUATION FORM**

Name \_\_\_\_\_ Building \_\_\_\_\_

Observed (Class/Description/Subject) \_\_\_\_\_

Date of Observation \_\_\_\_\_ Time: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Date of Post Observation Conference \_\_\_\_\_ Non-Tenure \_\_\_\_\_ Tenure \_\_\_\_\_

**EVALUATION AREA**

Key: E - Excellent  
G - Good  
S - Satisfactory  
NI - Needs improvement (a check in this area requires written comments and suggestions)  
NA - Not applicable

The Teacher:	E	G	S	NI	NA
1. demonstrates effective planning for the lesson.					
a. has materials accessible and organized.					
b. articulates goals clearly.					
c. makes smooth transitions between lesson segments.					
2. maintains a teaching environment which is conducive to learning.					
a. displays effective classroom control.					
b. Maximizes direct instructional time and time on task.					
c. Handles contingencies well.					
3. demonstrates knowledge of subject matter.					
4. employs varied and effective teaching strategies					
a. modifies the lesson to meet student needs					
b. structures learning activities and assessments congruent with lesson goals					
5. demonstrates effective pupil/teacher interaction					
a. gives attention to individual needs.					
b. gives positive reinforcement to students.					

Narrative/Post Observation Conference Summary

Attached ⇌ Number of Pages \_\_\_\_\_

Teacher Response

Attached ⇌ Number of Pages \_\_\_\_\_

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Member's Signature

\_\_\_\_\_  
Date

**APPENDIX I**  
**TEACHING ASSISTANT EVALUATION FORM**

Name \_\_\_\_\_ Building \_\_\_\_\_

Observed (Class/Description/Subject) \_\_\_\_\_

Date of Observation \_\_\_\_\_ Time: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Date of Post Observation Conference \_\_\_\_\_ Non-Tenure \_\_\_\_\_ Tenure \_\_\_\_\_

**EVALUATION AREA**

Key: E - Excellent  
G - Good  
S - Satisfactory  
NI - Needs improvement (a check in this area requires written comments and suggestions)  
NA - Not applicable

The Teaching Assistant	E	G	S	NI	NA
1. uses appropriate instructional materials for lessons.					
2. assists teacher in maintaining a teaching environment which is conducive to learning					
3. maintains effective classroom control					
4. uses effective teaching techniques when working with individuals or groups					
5. assists teacher in developing a quality instructional program for group and/or individuals.					
6. modifies and varies learning strategies/activities as directed by the teacher.					
7. works cooperatively with the teacher supervisor and appropriate staff to the benefit of pupils.					
8. demonstrates knowledge of subject matter being taught.					

**Narrative/Post Observation Conference Summary**

Attached ⇔ Number of Pages \_\_\_\_\_

**Teaching Assistant Response**

Attached ⇔ Number of Pages \_\_\_\_\_

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Staff Member's Signature**

\_\_\_\_\_  
**Date**



## APPENDIX J

### INSTRUCTIONAL REQUEST FOR EMERGENCY LEAVE

NAME OF EMPLOYEE \_\_\_\_\_

DATE(S) OF LEAVE \_\_\_\_\_

(Any regular full-time employee shall be granted a total of four (4) days absence per year).

\_\_\_\_\_ Personal business (also includes death of close relative, serious illness in immediate family and court business.)

\_\_\_\_\_ Religious Holiday observance (up to three [3] sick leave days may be used for religious observance, if needed, in addition to the four [4] emergency days.)

Advance notice will be given whenever possible. Any unused Emergency Days shall Be accumulated as Sick Leave Days at the conclusion of the school year.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

Approval:

Approved:

Office Use

Yes

No\*

\_\_\_\_\_  
\_\_\_\_\_

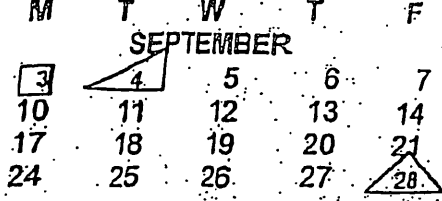
\_\_\_\_\_  
\_\_\_\_\_

Building Principal

\_\_\_\_\_  
Business Manager

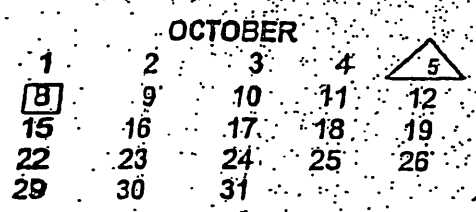
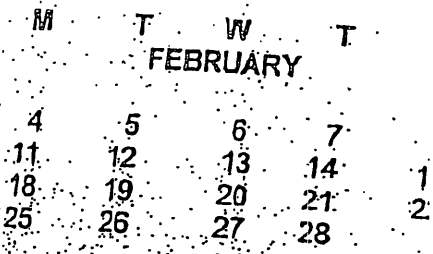
\_\_\_\_\_  
District Superintendent

\* Reason for Disapproval \_\_\_\_\_  
\_\_\_\_\_



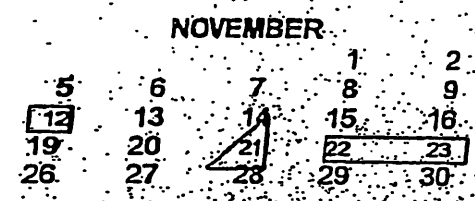
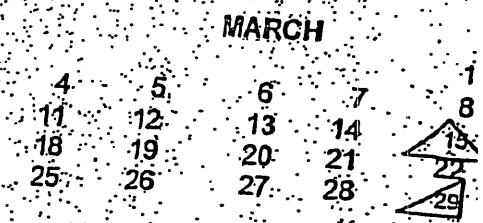
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20



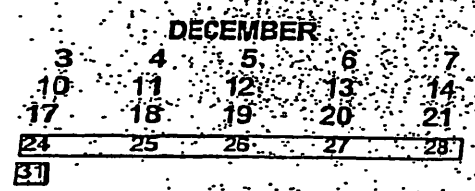
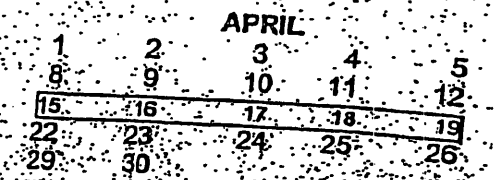
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20/21



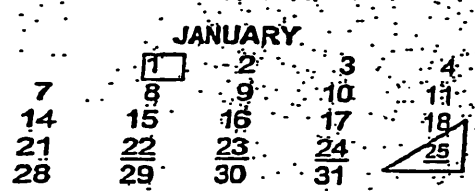
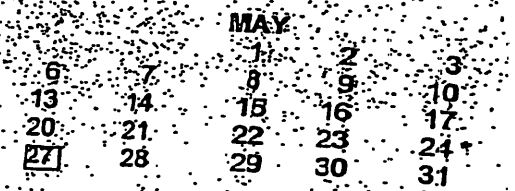
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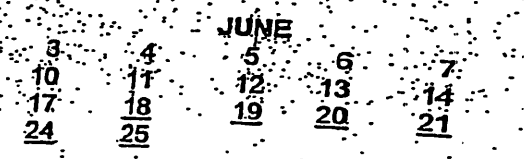
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22



22

17



95/97 \*\*

96/97 \*\*

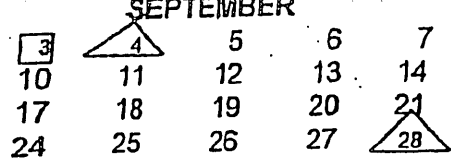
Sept	4	School Begins - Early Dismissal
	28	Superintendent's Conference Day
Oct	5	Superintendent's Conference Day
	8	Solidarity Day
Nov	12	Veteran's Day
	21	Half Day - Early Dismissal
	22-23	Thanksgiving Recess
Dec	24-31	Christmas Recess
Jan	1	New Year's Day
	2	School Re-Opens

Jan	22-25	Regents Exams
	25	Half-Day Workshop - Early Dismissal
Mar	15	Superintendent's Conference Day
	29	Half Day - Early Dismissal
April	15-19	Spring Recess
May	24*	Possible Unused Snow Day
	27	Memorial Day
June	21	Graduation Day
	25	Last Student Day

**NOTE:** Time has been included for:  
 2 Harvest Ceremony Days  
 2 Planting Ceremony Days  
 7 Mid Winter Ceremony Days

\*\* One Contractual Staff Day Prior to Opening of School as a Superintendent's Conference Day

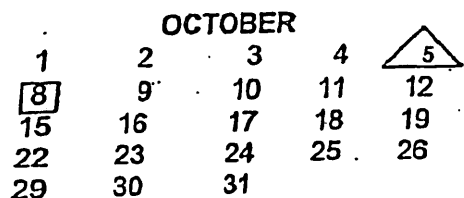
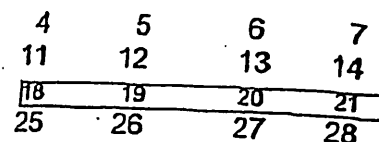
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17/19

15

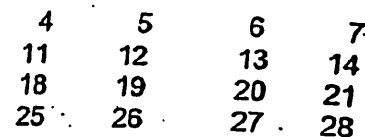
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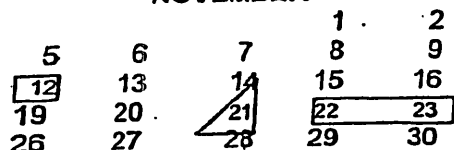
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19/20

MARCH



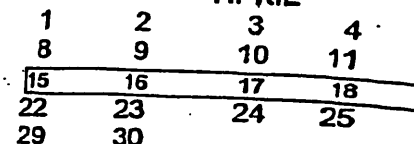
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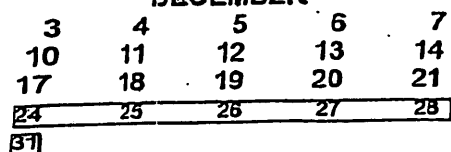
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17

APRIL



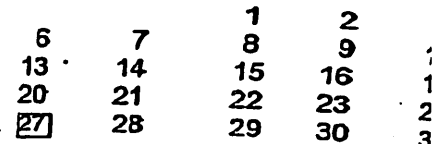
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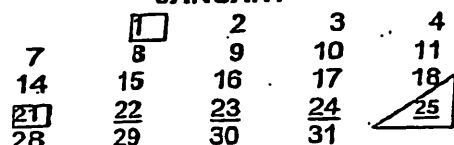
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22

MAY



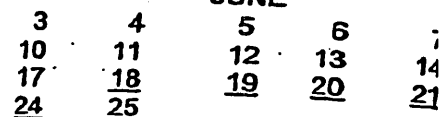
JANUARY



21

17

JUNE



93/96

90/91

183 Student Days

188 Staff Days \*\*

Sept	4	Superintendent's Conference
Sept	5	School Begins
	28	Superintendent's Conference Day
Oct	5	Superintendent's Conference Day
	8	Columbus Day
Nov	12	Veteran's Day
	21	1/2 Day - Early Dismissal
	22-23	Thanksgiving Recess
Dec	24-31	Christmas Recess
Jan	1	New Year's Day
	2	School Re-Opens
	21	Martin Luther King, Jr. Day

Jan	22-25	Regents Exams
	25	1/2 Workshop - Early Dismissal
Feb	18-22	Winter Recess
Mar	15	Superintendent's Conference Day
	29	Good Friday
April	15-19	Spring Recess
May	24 *	Possible Unused Snow Day
	27	Memorial Day
June	18-25	Regents Days
	23	Graduation Day
	25	Regents Rating Day

\*\* One Contractual Staff Day Prior to Opening of School as a Superintendent's Conference Day

Key: ☐ No School/Holiday    ☐ Sup't Conf./Staff Dev. Day    ☐ Half-Day, Early Dismissal    ☐ Regents Days    ☐ Prof. Dev. Days

**LAFAYETTE CENTRAL SCHOOLS**  
Conference/Workshop and Professional Growth In-Service

Office Use Only	
R	NR

**Section (I)**

**Requests and Approvals**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Conference Title: \_\_\_\_\_  
 Date(s): \_\_\_\_\_ to \_\_\_\_\_ Time(s): \_\_\_\_\_  
 Location: \_\_\_\_\_ District Initiated: Y N  
 Sub Needed Y N  
 School in session Y N

Identify Building/Professional Goals your Participation in this conference will address:

\_\_\_\_\_

\_\_\_\_\_

**Section II**

Conference Estimated Expenses	Approval Signatures	Profession Growth Approvals				
Acct. Code: _____						
Registration: \$ _____						
Travel: \$ _____	(Building Principal/Building Admin.) (Date)	<table style="width: 100%;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td>Approved for hours:</td> <td> <input type="checkbox"/> <input type="checkbox"/> </td> </tr> </table>	Yes	No	Approved for hours:	<input type="checkbox"/> <input type="checkbox"/>
Yes	No					
Approved for hours:	<input type="checkbox"/> <input type="checkbox"/>					
Meals: \$ _____						
Lodging: \$ _____						
Other: \$ _____						
Total Estimated	(Superintendent) (Date)	<table style="width: 100%;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td>Approved for Pay</td> <td> <input type="checkbox"/> <input type="checkbox"/> </td> </tr> </table>	Yes	No	Approved for Pay	<input type="checkbox"/> <input type="checkbox"/>
Yes	No					
Approved for Pay	<input type="checkbox"/> <input type="checkbox"/>					
Conference Expense: \$ _____						

**Section III**

**Conference Expense/Reimbursement Claim Form**

a: Registration Fee (attach receipts): \$ \_\_\_\_\_

b: Travel: \_\_\_\_\_

Public transportation (attach receipts) \$ \_\_\_\_\_

Personal vehicle From \_\_\_\_\_ To \_\_\_\_\_ # of miles \_\_\_\_\_ @ \_\_\_\_\_ \$ per mile = \$ \_\_\_\_\_

Thruway/other tolls (attach receipts) \$ \_\_\_\_\_

c: Meals (attach receipts): \$ \_\_\_\_\_

d: Lodging (attach receipts): \$ \_\_\_\_\_

e: Other (please specify): \_\_\_\_\_ \$ \_\_\_\_\_

Employee Signature _____ Date _____
--

Total Expenses: \$ \_\_\_\_\_

Amount Due: \$ \_\_\_\_\_

Refund to Employee: \$ \_\_\_\_\_

\_\_\_\_\_  
 (Building Principal/Supervisor) (Date) (Purchasing) (Date)

**Section IV**

**Professional Growth Attendance/Payment Verification Claim Form**

Date(s): \_\_\_\_\_ to \_\_\_\_\_ Length of Session: \_\_\_\_\_

Alternative Stipend Paid: RIT, NSF, BOCES, SU, OCC \$ \_\_\_\_\_ Total # of hours to be credited

Workshop/conference # of days: \_\_\_\_\_ # of hours Paid: \_\_\_\_\_

(Employee Signature for Professional Growth) (Signature-Sponsor Organization or Attach Copy of Certificate of Completion)

This form should be resubmitted to the Building Secretary within 30 days of completion of Conference/Workshop

White - District Office    Canary - Payroll    Pink - Acct's Payable Reimbursement    Blue - Building Secretary


This form reviewed and approved by the District and the LaFayette Teachers Association.

## DURATION OF AGREEMENT

The above items constitute the complete agreement by the negotiating teams of the District and Association for the period July 1, 2000 through June 30, 2003, except as specifically noted or modified herein, or as otherwise mutually agreed to in writing by the parties.

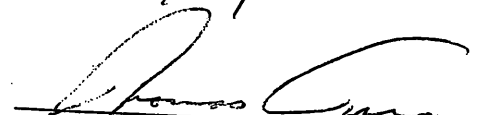
BOARD OF EDUCATION

DATE: 11/8/01

  
Chief School Administrator  
Board of Education  
LaFayette Central School

LA FAYETTE TEACHERS ASSOCIATION

DATE: 11/08/01

  
President  
LaFayette Teachers Association  
LaFayette Central School

Professional Growth (Article VII, Paragraph I)

- A. The district will keep track of professional growth hours in a system separate from attendance/payroll accounts with reports given quarterly to individuals.
- B. The form for requesting credit for professional growth hours (dated 5/99) is attached and may only be changed with the agreement of the District and the LTA.
- C. Graduate and undergraduate course hours will count towards professional growth requirement with one credit being equivalent to 8 professional growth hours. Staff members will not be eligible for payment for actual time spent in such courses, but teachers may use graduate courses toward salary increases as per Appendix A, Part 7 of the professional agreement.
- D. Writing curriculum does not count towards fulfilling professional growth requirements.
- E. Professional growth requests will be considered if they meet building and/or personal professional goals. Personal professional goals may be revised at midyear.
- F. Each bargaining unit member will be limited to payment for a maximum of 24 hours of professional growth activities initiated by the member over a two year period. There is no cap on payment for professional growth opportunities initiated by the district.
- G. Any reports from professional growth experiences may be written or verbal and need only be shared with appropriate staff and building administrator.
- H. The following are approved sources for professional growth activities.
  - \* In-district programs
  - \* BOCES affiliated courses
  - \* 2 or 4 year college courses
  - \* Conferences and workshops

Kenneth Auyer

\_\_\_\_\_  
Signature

Kenneth Auyer  
President  
LaFayette Teachers Association

8/30/99  
\_\_\_\_\_  
Date

Joseph F. Coleman

\_\_\_\_\_  
Signature

Joseph F. Coleman  
Superintendent  
LaFayette Central Schools

7/28/99  
\_\_\_\_\_  
Date

# AGREEMENT

## ADDENDUM ARTICLE XXIII -

### A.1 Instructional Activities

- e. Teaching Assistants with Teaching certification, who are performing instructional activities which require said certification outside of the regular school day, shall be compensated at the hourly rate as established in A.1.c. above

Michael Byers

\_\_\_\_\_  
Michael Byers  
President, LaFayette Teachers' Association

4/23/98

\_\_\_\_\_  
Date

Joseph F. Coleman

\_\_\_\_\_  
Joseph F. Coleman  
Superintendent, LaFayette Central Schools

4/23/98

\_\_\_\_\_  
Date

## Side Bar Agreement

The following constitutes a side bar agreement between the LaFayette Central School District and the LaFayette Teacher's Association concerning the change in classification of Teacher Aides to Teaching Assistants.

1. The District shall determine which positions currently holding the title of Teacher Aide shall be upgraded to the position of Teaching Assistant.
2. The individuals assigned to the positions selected for a change in title from Teacher Aide to Teaching Assistant must complete, in a timely fashion, the licensing and certification requirements pursuant to, but not necessarily limited to, Part 80-33 (b) (3) of the Commissioner's Regulations.
3. The individuals in positions upgraded to Teaching Assistants shall continue to receive their 1995/96 Teacher Aide salary, OR the 1995/96 salary rate for Teaching Assistants contained in the current teacher's contract between the District and the LaFayette Teacher's Association, whichever is greater.
4. The Parties agree that the upgrading of any Teacher Aides to Teaching Assistants will not result in the filing of any employment related claims, grievances, suits, demands, tort claim under the provisions of the New York Education Law, the Taylor Law, other statutes (including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the New York Human Rights Law, the Rehabilitation Act of 1973, the Americans with Disabilities Act), claims under the collective bargaining agreement, claims under 42 U.S.C. 1981, 1982, 1983 and 1985, claims under the United States or New York State Constitutions, and any and all claims for attorneys' fees.
5. This agreement shall not become effective until it is executed by the parties and approved by a resolution of the Board of Education.

Michael Byers

\_\_\_\_\_  
Michael Byers  
For the Association

Joseph F. Coleman

\_\_\_\_\_  
Joseph F. Coleman  
For the District

Deanna Johnson

\_\_\_\_\_  
President, LaFayette Board of Education

Dated this 21<sup>st</sup> day of November, 1995



**MEMO**

**To: Joseph Coleman**

**From: Michael Byers**

**Date: 2/7/96**

**Re: Transfer of Aides to LTAS and Sick. Leave Bank**

This is to confirm that in a phone conversation today you and I agreed that the Teacher's Aides who were members of the Non-Instructional Sick Leave Bank before being transferred to become Licensed Teaching Assistants will also be automatically transferred to the LaFayette Teacher's Association Sick Leave Bank as of the day of appointment as an LTA. There will be no need for any of them to donate any additional days and no days will need to be transferred from the Non-Instructional Sick Leave Bank to the LTA Sick Leave Bank.

I am sending you two signed originals of this memo. Please sign both and return one to me if this correctly states our agreement.

**Signed/Joseph Coleman**

**3/6/96**

# LaFayette Central School

5955 Route 20 West  
Phone: (315) 677-3143

LaFayette, New York 13084  
Fax: (315) 677-3372

## HEALTH INSURANCE WITHDRAWAL APPLICATION LaFayette Central School District

To: BUSINESS MANAGER  
District Office

From: \_\_\_\_\_  
(Print Full Name)

I hereby voluntarily request cancellation of my Individual/Family group health insurance coverage through the LaFayette Central School District, effective \_\_\_\_\_  
(Must be the 1st day of the month)

I understand that I will be entitled to annual payments of \$1,000 or \$1,500, pro-rated on a payroll period basis depending upon my enrollment status as of January 21, 1997 and whether the coverage being cancelled is individual coverage or family coverage.

I understand that I am eligible to re-enroll for group health insurance coverage through the LaFayette Central School District immediately. I further understand and agree that if I re-enroll, I will forfeit any further payments and will not be eligible to participate again in the health insurance buy back option, without the express written consent of the Superintendent of Schools or his/her designee.

I also attest that I have read and understand the complete terms of the buy back program as set forth in Article XII (3) of the agreement between the District and the LaFayette Teachers Association.

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
Date

### FOR BUSINESS OFFICE USE ONLY

District Health Coverage as of January 21, 1997: \_\_\_\_\_ Yes \_\_\_\_\_ No

Type of Health Coverage as of January 21, 1997: \_\_\_\_\_ IND. \_\_\_\_\_ DEP.

Financial Incentive Eligibility Amount: \$ \_\_\_\_\_ Amount per pay \$ \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Effective Date: \_\_\_\_\_

\*\* This form must be submitted to the Business Office 30 calendar days prior to the effective date of such withdrawal \*\*\*

MEMO

To: Joseph Coleman  
Superintendent, LaFayette Schools

From: Michael Byers  
President, LaFayette Teachers Association

Re: Summative evaluations

Date: 2/9/98

[Article XVI, ¶4b.]

Summative evaluations can only be used when the staff member being evaluated agrees to its use. This does not preclude an administrator from making a general request of staff members for volunteers to be evaluated in this manner.

Signed/Michael Byers

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Signed/Joseph F. Coleman

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